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NOTES OF CASES.

CORPORATIONS—MAJORITY OF DIRECTORS CONTRACTING WITH CORPORATION OVER PROTEST OF MINORITY.—Where the same five persons compose both the directorate and the body of the stockholders of a corporation, it is held, in *Crichton v. Webb Press Co.* (La.), 67 L. R. A. 76, that two of these persons cannot, by joining with a third, enter into contracts with the corporation, or fix their own salaries, or vote allowances to themselves, over the protest of their two other associates.

WILLS—RESIDUARY DEVISE—TITLE TO BURIAL LOT.—A residuary devise to testator's widow is held, in *Waldron's Petition* (R. I.), 67 L. R. A. 118, not to pass title, as against his children, to a burial lot upon which members of his family are buried. The character of estate or property of owner in burial lot is considered in a note to this case.

LESSOR AND LESSEE—RENEWAL LEASE—INSERTION—REMOVAL OF TRADE FIXTURES.—The insertion in a renewal lease of a clause giving the tenant the right to remove trade fixtures is held, in *Radey v. McCurdy* (Pa.), 67 L. R. A. 359, not to be necessary to enable him to remove, before the termination of the extended period, fixtures which he might have removed before the expiration of the original term.

CONFLICT OF LAWS—CONTRACT TO BE ENFORCED IN ANOTHER STATE—WHEN COMMON LAW WILL BE APPLIED.—In the absence of proof as to the law of another state by which a contract is to be enforced, it is held, in *Cherry v. Sprague* (Mass.), 67 L. R. A. 33, that the common law, and not the statute law, of the state where the suit is brought will be applied.

TELEGRAPH COMPANIES—FAILURE TO TRANSMIT AND DELIVER PROMPTLY—SENDEE'S RIGHT TO SUE—CF. SEC. 1294H (6) VA. CODE 1904.—To entitle the sendee to sue for failure promptly to transmit and deliver a telegram, it is held, in *Frazier v. Western U. Teleg. Co.* (Or.), 67 L. R. A. 319, that the telegraph company must know, or be chargeable with notice, that the message is for his benefit.

CONTRACTS—CONTRAVENING PUBLIC POLICY—ILLEGAL.—A lease by a corporation engaged in the business of generating and furnishing electricity for public and private use, to a rival corporation in the city, for a period of ten years, of machinery and appliances used in generating electricity, by which it obligates itself not to engage in such business in the city during such period, and not to dispose of any of its property, machinery, or appliances retained by it for producing or generating in such city electric light and power, is held, in *Keene Syndicate v. Wichita Gas E. L. & P. Co.* (Kan.), 67 L. R. A. 61, to be in contravention of public policy, and not sufficient to sustain an action to recover rents by the lessor or its assignee.